

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhythm and Hues, Inc.		04/04/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	34x118 Holdings, LLC		
Street Address:	1145 North McCadden Place		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90038		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3072409	RHYTHM & HUES	
Registration Number:	3084094	R + H	
Registration Number:	2975112	R+H	
Registration Number:	2894315	R+H	
Registration Number:	1906065	RHYTHM & HUES	
Registration Number:	1939431	RHYTHM & HUES	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 2:	(045524-0001)		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$165.00 3072409

ATTORNEY DOCKET NUMBER:	(045524-0001)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	04/16/2013
<b>Total Attachments: 6</b> source=Assignment of Trademark and Tradenames#page1.tif source=Assignment of Trademark and Tradenames#page2.tif source=Assignment of Trademark and Tradenames#page3.tif source=Assignment of Trademark and Tradenames#page4.tif source=Assignment of Trademark and Tradenames#page5.tif source=Assignment of Trademark and Tradenames#page6.tif	

## ASSIGNMENT OF TRADEMARKS AND TRADE NAMES

This Assignment of Trademarks and Trade Names Agreement (this "Assignment Agreement") is made as of April 4, 2013 by and between 34x118 Holdings, LLC, a California limited liability company, ("ASSIGNEE") and Rhythm and Hues, Inc., a California corporation ("ASSIGNOR"). ASSIGNOR and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, ASSIGNOR and ASSIGNEE entered into that certain Asset Sale and Purchase Agreement dated as of March 29, 2013 (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR agreed to convey to ASSIGNEE its entire right, title and interest in, to, and under the trade names United States trademark registrations and trademark applications listed in the Trademark and Trade Name Assignment Schedule attached hereto; and

WHEREAS, ASSIGNOR and ASSIGNEE wish to enter into this Assignment Agreement for the sole purpose of confirming and memorializing the applicable terms of the Purchase Agreement, and making said terms of record in the U.S. Patent and Trademark Office.

FOR GOOD AND VALUABLE CONSIDERATION set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree:

ASSIGNOR hereby confirms that it hereby sells, assigns, and transfers to ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title, and interest in, to and under the marks set forth in Trademark and Trade Name Assignment Schedule, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing (collectively, the "Transferred Marks"). The Transferred Marks are being assigned, and such applications therefor are being transferred along with all of the portion of ASSIGNOR'S business that relates to such applications.

ASSIGNOR hereby agrees and undertakes to execute, whenever reasonably requested by ASSIGNEE, all documents and to take such further actions that are reasonably deemed necessary for ASSIGNEE's securing, prosecuting and maintaining all of the Transferred Marks, with all actual costs being paid by ASSIGNEE.

ASSIGNOR hereby authorizes and requests the U.S. Patents and Trademark Office to record ASSIGNEE as the owner of the Transferred Marks.

This Assignment Agreement shall be governed by the laws of the state of California. Notwithstanding anything to the contrary herein, in the event of any conflict or inconsistency between the terms of this Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail, and nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.


**ASSIGNOR:**

**Rhythm and Hues, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**34x118 Holdings, LLC**

By:  \_\_\_\_\_  
Name: ARISHA FY ZEE  
Title: CEO

Assignment of Trademarks and Trade Names

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment Agreement to be executed by its duly authorized representatives as of the date first set forth above.

**ASSIGNOR:**

**Rhythm and Hues, Inc.**

By: John Hues  
Name: JOHN HUES  
Title: PRESIDENT  
JH




**ASSIGNEE:**

**34x118 Holdings, LLC**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK AND TRADE NAMES ASSIGNMENT SCHEDULE

Trademarks:

Serial No.	Reg. No.	Mark	Goods/Services	Reg. Date
76478271	3072409	RHYTHM & HUES	IC-25: clothing and accessories namely t-shirts, sweatshirts, caps	March 28, 2006
76582509	3084094		IC-35: creating advertising material, namely creating computer-generated imagery for commercials and advertising and post-production editing of commercials and advertising	April 25, 2006
76478270	2975112		IC-42: designing characters and artwork for use in games and by advertising agencies and film companies in print advertising, billboards, and other media	July 26, 2005
76478269	2894315		IC-41: entertainment services in the form of production and distribution of animation, special effects, computer graphics and live action for inclusion in motion pictures, television programs and theme park attractions	October 19, 2004
74548673	1906065	RHYTHM & HUES	IC-41: entertainment services in the form of production and distribution of animation, special effects and computer graphics for motion pictures and television	July 18, 1995

74262-00017/1917404.2

74548672	1939431		IC-41: entertainment services in the form of production and distribution of animation, special effects and computer graphics for motion pictures and television	December 5, 1995
----------	---------	---	---	------------------

Trade Names:

Rhythm and Hues  
Rhythm and Hues, Inc.  
Rhythm & Hues  
Rhythm & Hues, Inc.

74262-00017/1917404.2